### **BOARD OF COUNTY COMMISSIONERS**

### **AGENDA ITEM SUMMARY**

Meeting Date: <u>17 August 2005</u>	Division:	Growth Management
Bulk Item: Yes X No	Department:	Marine Resources
	Staff Contact:	George Garrett
AGENDA ITEM WORDING: Approval of a bid and contract with PumpO Vessel in the amount of \$100,495.	utUSA for purchase and	delivery of a Sanitary Waste Pump-out
The Board approved the acquisition of and but Largo area. Staff obtained a Clean Vessel Improvement Funds, and recently sent out a regular July 2006. The first option, from Aqua Wast PumpOutUSA, provided two quotes for disignificant staff analysis of the needs of the responsive to the RFB. It is recommended to contract be awarded to PumpOutUSA. Funds \$50,000 and Boating Improvement Funds in attached for approval and signature.  PREVIOUS RELEVANT BOCC ACTION Sept 2004 – Approval of Pump-out budget December 2004 – Approval of CVA grant cor CONTRACT/AGREEMENT CHANGES:	Act (CVA) grant for the equest for bids (RFB). The Repairs, Inc., provided afferent products at \$86. The County it was determined that the \$100,495 bid from for the purchase of the value amount of \$50,49.	the vessel, to be matched with Boating wo bids were received and reviewed on 6 a bid price of \$75,125; the second, from 495 and \$100,495 respectively. After ned that Aqua Waste Repairs was non-m PumpOutUSA be accepted and that a ressel include a Clean Vessel Act grant of 5. The Contract with PumpOutUSA is
NA STAFF RECOMMENDATIONS;		
Approval		
TOTAL COST: \$100,495	BUDGET	ED: Yes <u>X</u> No
<b>COST TO COUNTY:</b> \$50,495	SOURCE	OF FUNDS: CVA/BIF
<b>REVENUE PRODUCING:</b> Yes X	No AMOUN	T Per Month Year _\$5,200
<b>APPROVED BY:</b> County Atty X	OMB/Purchasing X	Risk Management X.
DIVISION DIRECTOR APPROVAL:	imothy McGarry, Direct	or of Growth Management
<b>DOCUMENTATION:</b> Included X		
DISPOSITION:	AG	ENDA ITEM NO.:
DC050010 40a		

BC050810.doc 8/2/2005 10:49:00 AM

### Memorandum

### Department of Marine Resources

2798 Overseas Highway, Suite 420 Marathon, Florida 33050 Voice: (305) 289 2507

FAX: (305) 289 2536

Email: garrett-george@monroecounty-fl.gov



### **Board of County Commissioners**

Mayor Dixie Spehar, Dist. 1 Mayor Pro Tem Sonny McCoy, Dist. 3 Commissioner George Neugent, Dist. 2 Commissioner David Rice, Dist. 4 Commissioner Murray Nelson, Dist. 5

DATE: 2 August, 2005

TO: Board of Commissioners

FROM: George Garrett, Director of Marine Resources

SUBJECT: Review of Bids and Recommendation of contract award

for a Sanitary Waste Pump-out Vessel

**Summary** 

The Board of County Commissioners approved the acquisition of and budget for a Sanitary Waste Pump-out Vessel to be used in the Key Largo area in its FY 2004-2005 budget year. Staff obtained a Clean Vessel Act grant for the vessel, to be matched with Boating Improvement Funds, and recently sent out a request for bids (RFB). Two bids were received and reviewed on 6 July 2006. The first option, from Aqua Waste Repairs, Inc., provided a bid price of \$75,125; the second, from PumpOutUSA, provided two quotes for different products at \$86,495 and \$100,495 respectively. After significant staff analysis of the needs of the County, it is recommended that the \$100,495 bid from PumpOutUSA be accepted and that a contract be awarded to PumpOutUSA. Funds for the purchase of the vessel include a Clean Vessel Act grant of \$50,000 and Boating Improvement Funds in the amount of \$50,495. The Contract with PumpOutUSA is attached for approval and signature.

### **Assessment of Bids**

As noted, the County received two bids containing three quotes for a sanitary waste pump-out vessel to be used in the Key Largo area. The two bidders were Aqua Waste Repairs, Inc and PumpOutUSA.

In completing the assessment, staff assessed two principle factors: Was the bid and quote responsive to the Request for Bids and was the boat and trailer suggested

adequate to meet the needs for the County for use in the Key Largo area. In this respect, it should be noted that the vessel will be required to cover a 25 mile stretch of shoreline on both the Bay and Atlantic side of Key Largo. Thus, it must be able to accomplish the task of pumping out waste from vessels and at the same time travel with reasonable speed to cover the entire Key Largo area.

On the first issue, both bidders met the basic criteria of the Scope of Services provided in the County's bid documents. However, it was apparent that the Aqua Waste Repairs bid was provided by a company that essential provides waste pumps and that was proposing to install a pump on a boat not of the firm's design. On the other hand, the PumpOutUSA product is clearly an integrated design considering both the need for pump-out services and the boat that the holding tank and pumps were going to be placed on or in. Thus, PumpOut USA builds a Pump-out boat from the ground up integrating the pump-out features into its construction. Their product is clearly designed for the specific function of providing pump-out services on the water.

For this reason, staff considered the PumpOutUSA bid quotes to be responsive, while the Aqua Waste Repair bid really was not responsive to the complete suite of the County's needs for this vessel.

PumpOutUSA provided two quotes, one for a 26 foot vessel with a flush deck, fantail hull, 1,000 gallon waste capacity, and a 140 hp outboard engine, while the second was for a 27 foot vessel with a recessed deck, V hull, 500 gallon waste capacity, and a 200 hp outboard engine. Pluses for the 26 foot boat are the flush deck and larger capacity waste holding tank. Minuses for the 26 foot boat are its hull design which tends to act like a displacement hull when heavily weighted down. In such a condition the boat's speed is no greater than 10 to 12 knots.

Staff believes that the lesser waste capacity of the 27 foot boat is outweighed by the greater speed and maneuverability of this vessel particularly in heavier seas and wind conditions.

### Recommendation

Though the cost is greater, staff recommends that the County accept the bid of PumpOutUSA for its  $2^{nd}$  option – a 27 foot, V hull vessel quoted at \$100,495 (including trailer, delivery, and training). Boater trailers for either option are the same, meet RFB specifications and will serve the County's needs. This quote is most responsive to the County's needs in the expansive area of Key Largo.

### MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

	CONTI	RACT SUMMARY		
Contract with:	PumpOutUSA	Contract #		
		Effective Date:	7/20/2005	·····
		Expiration Date:	12/31/2005	
Contract For	se/Description: purchase of a Sanitary Was	ste Pumn-out Vessel		
Contract for	purchase of a Sanitary Was	ste i ump out vesser		
Contract Manag	ger: George Garrett	2507	Marine Resources /	11
	(Name)	(Ext.)	(Department/S	top #)
r pocc	0134105	A condo Deadline	· 9/1/05	
for BOCC meet	ting on <b>3/29</b> /05	Agenda Deadline	. <u>8</u> /1/03	
	CON	NTRACT COSTS		
	lue of Contract: \$ 100,		ar Portion: \$ <u>100</u> ,	495.00
•	No Account C	Codes:	** ** **	<del></del>
Grant: \$ 50,0 County Match:			* *	<del></del>
County Materi.	<b>30,473.00</b>			<del></del>
		ITIONAL COSTS		
	oing Costs: \$ <u>NA</u> /yr	For: NA	ilities, janitorial, salaries	etc)
(Not included in d	oliar value above)	(eg. maimenance, ui	intios, jaintonai, suluite	,,
	CON	TRACT REVIEW		
				D-4- O-4
	Change Data In Noodo		t exiewer	Date Out
Division Direct	Date In Needer tor <u>3-20</u> 5 Yes Ne		eviewei	8.2-05
Division Direct	No. 1984.	$\sim \sim \sim 1$	A	
Risk Managem	ent 1808 Yes No	old Mary		<u> </u>
kan nus	() sing <u>7-U-0</u> ≤ Yes□ No		ile aBarker	7/29/05
QAVI.B./Purcija	sing 1-2-2-2 1es 10	B-11		
County Attorne	ey <u>7/14/05</u> Yes∏ N	OP Soft		<u> 7/20/05</u>
Comments:	,			, ,
Comments.				
1				

OMB Form Revised 2/27/01 MCP #2

### CONTRACT FOR SERVICES

THIS CONTRACT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the COUNTY, and PumpOutUSA, 1150 Highway 83 North, Defuniak Springs, Florida 32433 hereafter CONTRACTOR.

- Section 1. Scope. The CONTRACTOR and the COUNTY, for the consideration named agree that Contractor shall provide County with a Sanitary Waste Pump-out Vessel and Trailer which meets the specifications contained in Exhibit A, attached hereto and incorporated herein by reference. Otherwise, all services requested services respective of delivery and training will be provided as described in the Request for Bids package provided as Exhibit B.
- Section 2. Acceptance of Product. Delivery of the Sanitary Waste Pump-out Vessel and Trailer must be made by the CONTRACTOR at the sole cost and responsibility of the CONTRACTOR, to a location in Monroe County, the Florida Keys specified by the COUNTY. Upon delivery of the Sanitary Waste Pump-out Vessel and Trailer by the CONTRACTOR, the COUNTY will inspect the Sanitary Waste Pump-out Vessel and Trailer with a representative of the CONTRACTOR to review operability and function of all equipment on the vessel and trailer. The COUNTY will receive a minimum of one day's training by the CONTRACTOR on boat and boat equipment operation. Such training will include time on the water and a test of the boat and equipment under running conditions. After such review and training on the vessel, with confirmation from the Director of Marine Resources, the COUNTY will accept the Sanitary Waste Pump-out Vessel and Trailer. The COUNTY will provide a verbal followed by a written acceptance of the vessel and trailer. Acceptance by the COUNTY will constitute the ability of the CONTRACTOR to invoice the COUNTY for full payment in accordance with Section 3 below.
- Section 3. Payment. The total value of the Contract for completion and delivery of the Sanitary Waste Pump-out Vessel is \$100,495.00. The COUNTY shall pay the CONTRACTOR 50% (\$50,000.00) upon confirmation that fiberglass molds have been set and poured for the hull of the pump-out vessel and within 30 days of Contract approval and signing. Payment of the remaining 50% (\$50,495.00) owed to the CONTRACTOR will be paid after delivery, review of

the Sanitary Waste Pump-out Vessel and Trailer I and all components, a field test of the vessel, and staff education on use of the vessel, as specified in Exhibit A of this Contract. The CONTRACTOR will provide an invoice for the first 50 percent payment and for the final payment. The COUNTY will process each invoice from the CONTRACTOR within 30 days of receipt.

- Section 4. Contract Termination. Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the COUNTY terminates this Contract because of the CONTRACTOR's failure to perform, then the COUNTY must pay the CONTRACTOR the amount due for all work satisfactorily completed as determined by the COUNTY up to the date of the CONTRACTOR's failure to perform but minus any damages the COUNTY suffered as a result of the CONTRACTOR's failure to perform. The damage amount must be reduced by the amount saved by the COUNTY as a result of the Contract termination. If the damages owed by the CONTRACTOR exceed the amount that the COUNTY owes the CONTRACTOR for work completed, then the CONTRACTOR is liable for any additional amount necessary to adequately compensate the COUNTY up to the amount of the Contract price.
- Section 5. Records. CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.
- Section 6. Employees Subject to County Ordinance Nos. 010 and 020-1990. The CONTRACTOR warrants that it has not employed, retained, or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the COUNTY, in its discretion, may

terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former COUNTY officer or employee.

Section 7. Convicted Vendor. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 8. Insurance. None Required. All liabilities rest with the CONTRACTOR prior to acceptance of the Sanitary Waste Pump-out Vessel and Trailer by the COUNTY.

Section 9. Communication Between Parties. All communication between the parties should be through the following individuals or their designees:

**MONROE COUNTY** 

CONTRACTOR

George Garrett, Director Department of Marine Resources 2798 Overseas Highway, Suite 420 Marathon, FL 33050 Trent Rogers
PumpOutUSA
1150 Highway 83 North
DeFuniak Springs, Florida 32433

Section 10. Governing Law, Venue, Interpretation, Costs, and Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 11. Conflicting Interpretations. The County and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them

the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

- Section 12. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- Section 13. Attorney's Fees and Costs. The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
- **Section 14. Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.
- **Section 15. Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
- **Section 16.** Claims for Federal or State Aid. The CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

- Section 17. Adjudication of Disputes or Disagreements. The COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- Section 18. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
- Section 19. Nondiscrimination. COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin;
  - 2. Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - 3. Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps;
  - 4. The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age;
  - 5. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

- 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 7. The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records;
- 8. Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 9. The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability;
- 10. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age;
- 11. Any other non-discrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.
- Section 20. Covenant of No Interest. COUNTY and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
- Section 21. Code of Ethics. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- Section 22. No Solicitation/Payment. The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to

- terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- Section 23. Public Access. The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.
- Section 24. Non-Waiver of Immunity. Notwithstanding he provisions of Sec. 286.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.
- Section 25. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- Section 26. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.
- Section 27. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or

entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

- Section 28. Attestations. CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
- Section 29. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- Section 30. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by singing any such counterpart.
- Section 31. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
- Section 32. Indemnify/Hold Harmless. CONTRACTOR agrees to indemnify and save COUNTY harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of CONTRACTOR, its agents, or employees while CONTRACTOR is completing activities under this Contract. However, CONTRACTOR shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the COUNTY, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.
- Section 33. Standard of Care. All Services performed by the CONTRACTOR pursuant to this Agreement shall be subject to the standards, protocols and field procedures developed for each

Order and will be performed using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the CONTRACTOR'S profession practicing in the same or similar locality at the time the Services are performed. However, to the extent that project-specific written procedures or specifications are incorporated into an Order, the Services shall be performed in accordance with such procedures or specifications. No other warranty, express or implied, is made or intended.

Section 34. The effective date of this Contract will be upon completion of signature by both parties.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL) Attest: DANNY L. KOLHAGE, CLERK	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA	
By	By	
Deputy Clerk	Mayor/Chairman	
	PumpOut USA	
	By	
	Titla	

APPROVED AS TO FORM:

SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

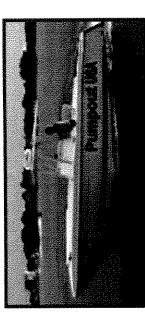
MONROE COUNTY ATTORNEY

## Exhibit A PumpOutUSA Sanitary Waste Pump-out Vessel Contract Specifications

Pump Out Boat Parameters	Specification	
Vessel Length	27 feet	
Draft	< 3 ft. full	
Power Train	200 HP Evinrude E Tech	
Fuel Tank Capacity	45 gallons	
Steering	Hydraulic Steering	
	Hydraulic Trim Tabs	
Console	Center Console w T Top	
Deck	Recessed Deck / Self Bailing	
Storage	~150 sq. ft.	
Rail	Standard /w backing plates	
Bilge Pump	Heavy duty 2,000 gph	
Commercial Grade Cleats	4 bow/stern/ - port/starboard	
Dock Lines	Prvided	
Bumpers	All-around fenders & Polly balls	
Anchoring system	Danforth w/ line	
Instruments Parameters	Specifications	
Panel	Fused Instrument Panel	
Radio	VHF Radio	
Compass	Included	
Instruments	Depth Finder	
The difference of the second	GPS Chart Plotter	
Navigation Lights	Included	
Freshwater System	Specifications	
	Freshwater pump w/ small tank	
	25 ft. hose	
USCG Safety Equipment	Specifications	
	All USCG Required equipment	
Waste Storage / Management System	Specifications	
	500 gallon Tank gage and overfill	
	warning	
	Gas powered peristaltic pump w/	
	auto start feature	
	Pump Housing	
	50 ft. inlet hose 1 ½ '' dia.	
	50 ft. outlet hose 2" dia.	
	Quick disconnect	
	Deck adapters	
	Clear-hose monitor	
	90 degree ball valve	
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Trailer	Specifications	
Frame	15,000 lb capacity Aluminum	

Axel	Duel Torsion		
	Drop axels and cross members		
Tires	Low Profile – 15"		
Brakes	Disc Brakes w/ stainless steel		
	calipers		
Spare tire	Mounted / galvanized		
Skids	Skids		
Bolts and connections	Stainless		
Lights	Waterproof		
Winch	Electric		
KKK IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	\$8,495,00		
Total Cost	\$100,495.00		





# Quality Pump Out Boats



Model 27V-500 Features and Equipment

Custom Fiberglass Pump Cover

Marina Logo Decals

Custom 6" Fender System

\* (2) 18" Poly Inflatable Fenders

Self Bailing Deck

**Custom Deck Hardware** 

Center Console

Below Deck Storage

45 Gallon Aluminum Fuel Tank Custom Fender System

\* Overfill Alarm

Waste Pump Powered by Gas Engine

Waste Pump Fittings and Accessories

30' -2" Discharge Hose

• Dock Lines

Navigation Lights

\* 12 Volt Accessory Plug

Heaw Duty Marine Battery

200 HP 4-Stroke Outboard Motor

USCG Required Safety Package

Inset Motor Well for improved Mobility

Center console with HD Aluminum Tee Top

**Below Deck Storage Lockers** 

**Bottom Paint** 

Anchor and Rope

Total Composite Fiberglass Construction (NO WCOD)

Hydraulic Trim Tabs

Hydraulic Steering

Teleflex Steering

**Bottom Paint** 

2000 GPM Automatic/Manual Bilge Pump System

Below Deck 500 Gal. Kevlar Reinforced Waste Tank

50' - 11/2" Suction Hose

VHF Radio & Digital Depth Finder

Compass

Fused Electrical Panel

3.8 GPM Fresh Water System with 25' Hose

Heavy Duty Battery Switch

4 Hours of Onsite Training

# Contact Information

850-892-0807

FAX

850-892-0887

Tostal address

1150 Highway 83 North

DeFuniak Springs, FL 32433

Ectronic mail

Sales: sales@pumpoutusa.com

Customer Support: support@pumpoutusa.com

Webmaster: webmaster1@beachview.com

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### Exhibit B Sanitary Waste Pump-out Vessel Request for Bid Specifications

### **Request for Bids Specifications** Sanitary Waste Pump-out Vessel and Trailer

Monroe County Department of Marine Resources wishes to purchase a Sanitary Waste Pump-out Vessel and Trailer with instruments and accessories noted in the Specifications below. The vessel purchased will be utilized along the coastal waters of Monroe County, Florida - the Florida Keys, primarily in the Key Largo area. The Vessel must be sea-worthy for the types of weather typical of the area (20 mile range - Plantation Key to upper Key Largo). The Vessel must be easily loaded and transported for potential frequent highway transport from Plantation Key to Mile Marker 106 Key Largo.

### **Pump-out Vessel Specifications**

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Range 25-30 feet (Flexible) Vessel length

Max. 2 Feet Full Load Draft

Min. 140-200 HP 4 stroke Outboard • Power Train Engine (twin engines an option)

15-20 MPH (13-17 Knots) Speed with load

50-100 Gallons Large Capacity Fuel Tank

• Hydraulic steering • Hydraulic trim tabs

• Center Console w/ T-Top or Negotiable item pilot house w/ removable windows

Preferable • Flush Deck

Self Bailing

• Below Deck Storage Capability w/ large diameter drain holes 120-200 CF Negotiable

· Rail on all sides and bow Heavy Duty w/ backing plates

• Heavy duty bilge Pump 1,000 2,000 GPH automatic / manual

• Commercial grade cleats

fore / aft & bow / stern

• All-round fenders & large poly balls

### Waste storage & Management System Specifications

• Waste tank w/ tank gauge & 400-1,000 Gallons w/ min. 1 1/2" overfill warning Diameter Vent

Danforth

• Gas powered peristaltic pump w/ auto start feature (No pull start)

• Pump Housing or cover

• Anchor, chain, and rope

Dock lines

Standard Hoses

50 Feet Inlet @ 1 ½" Diameter 50 Feet Outlet @ 2" Diameter Quick disconnect Deck adapters Clear hose monitor 90° ball valve

### Freshwater System Specifications

 Fresh water pump w/ small tank wash down only

Hose

150-300 GPH / ~ 25 gallon tank 25-30 feet

### **Instrument Specifications**

- Fused Instrument panel
- VHF Radio
- Compass
- Depth finder
- GPS Chart plotter color display w/ detailed local navigation charts provided
- Navigation lights

Garmin GPS Map 182C preferred

### Safety Equipment Specifications All USCG required safety equipment

### **Pump-out Vessel Trailer Specifications**

• Must accommodate weight w/ ease

• Heavy-duty frame

- Dual torsion axel(s)
- Drop Axels & Cross Members
- Low profile rims / tires

• Removable Spindles (bearings)

• Independent braking system equivalent)

• Spare tire w mount Stainless

- Rollers or skids
- Bolts / other connectors
- Waterproof lights
- Aluminum storage box
- Electric winch

Both loading and highway travel Aluminum / stainless

Shallow water ramp access – Negotiable item

Disc brakes/stainless calipers (or

Galvanized / Mount - Aluminum /

Negotiable item Stainless

Negotiable item

Instruction, Training, and Warranties

- Review and familiarization with the pump-out vessel and all associated equipment upon delivery
- Minimum one (1) day training on the operation of the vessel and all equipment including an on the water test of the vessel and all equipment.
- Transfer of second party warranties on all installed equipment and provision of first party warranties on all material provided directly by the successful bidder (2 to 5 years first-party warranty preferable on-site as needed for regular or emergency maintenance, with an option for extension or future retrofit of vessel).